

General Terms and Conditions for Component Deliveries and Services

Applicable to any B2B transaction with any legal entity, whether legal or natural.

1. Definitions

- 1.1. The following definitions shall apply to these Terms and Conditions for Component Deliveries and Services (“Terms and Conditions”):
- 1.2. **“Contract”** means any contract entered into between the Customer and WindowMaster A/S (**“WMA”**) for the supply of Services and/or Products, and which shall include the terms set out in the WMA quotations or other order documents received from WMA (**“Contract Order Document(s)”**) and these Terms and Conditions. A Contract is formed, inter alia, by:
 - a) signing a contract for the Services and/or Products in a form agreed with WMA;
 - b) WMA receiving and acknowledging in writing the Customer's acceptance of WMA's quotation for the Services and/or Products;
 - c) WMA's written confirmation of acceptance of the Customer's order;
 - d) for Services and/or Products delivered in a short period of time after the Customer's placing of an order, an invoice issued by WMA can replace an acknowledgment in writing of the Customer's acceptance of the offer; in such case, these Terms and Conditions shall also apply;
- 1.3. **“Contract Price”** means the price agreed with the Customer for the Services and/or Product, and which is based on the types of market rates, duty, tax and other pricing elements which are payable by the Customer at the date of the Contract;
- 1.4. **“Customer”** means the party to whom WMA will provide the Services and/or Products;
- 1.5. **“Development”** means the development or project being undertaken by the Customer, and to which the Services relate;
- 1.6. **“Intellectual Property Rights”** means any intellectual property right of WMA including without limitation any registered and/or unregistered rights to the tangible and

intangible assets as set out in Sections 8.1 and 8.2.

- 1.7. **“Product/s”** means WMA product(s) supplied under the Contract including as supplied as part of the Services;
- 1.8. **“Relevant Documents”** means any document, such as a specification or brief, which defines the Services and/or Products;
- 1.9. **“Services”** means any service provided to the Customer by WMA including installation, commissioning and maintenance services;
- 1.10. **“Site”** means the site of the Development.

2. Offer and Conclusion of the Contract

- 2.1. These Terms and Conditions together with WMA's Contract Order Documents apply exclusively; general business terms and conditions of the Customer conflicting with or deviating from WMA's Terms and Conditions are only recognized insofar as WMA expressly agreed to them in writing. Similarly, any terms and conditions of contract of the Customer previously agreed upon that conflict with or supplement these Terms and Conditions shall no longer apply. In the event of a direct conflict between any of the provisions of these Terms and Conditions and any other document forming part of the Terms and Conditions, the provision most favourable to WMA shall apply.
- 2.2. Any offer presented by WMA is valid 30 days from the date of offer, unless otherwise explicitly stated in the offer.
- 2.3. Information on measurements and calculations, including drawings and illustrations are solely approximate and should only be used as a guideline.
- 2.4. Obtaining of CE marks for windows, doors and other building components interacting with WMA's Products is not a part of WMA's obligations and delivery. Installation drawings and diagrams are invoiced separately.
- 2.5. Product samples' display and information provided in catalogues or other advertisement material cannot be considered as any type of



guarantee or warranty in terms of the quality or characteristics of the Products.

3. Communications

- 3.1. All communications by the Customer with WMa shall be in writing.

4. The Services

- 4.1. WMa shall carry out the Services using reasonable skill and care and in accordance with the terms of Contract including the Relevant Documents and may subcontract the whole or part of the Services and/or Products.
- 4.2. WMa shall not be liable for errors of negligence of any third party retained by or on behalf of the Customer in relation to the Development. The Customer is obliged to pass on information in regard to the Maintenance call to relevant personnel/inhabitants etc. and facilitate access by WMa solutions ("System").

5. Maintenance Services

- 5.1. Notwithstanding any other term, maintenance services ("**Maintenance**") will be carried out in accordance with the terms of the Contract and as set out in this Section 5.
- 5.2. Maintenance will take place within the hours of Monday to Friday 8:00 – 16:00 (CET).
- 5.3. The exact time of a Maintenance call will be communicated to the Customer at least 3 weeks in advance. Should the Customer wish to change the time of the call, WMa must be contacted as soon as possible.
- 5.4. The Customer must ensure that access is secured to all parts of the premises where inspection of the System is necessary. Should installation drawings, or equipment (ladder, lift etc.) be required by WMa, the Customer must provide these at its own cost including any necessary operating personnel.
- 5.5. If Maintenance of any part of the System cannot be undertaken as a result of a lack of information or the inability of WMa to obtain access for whatever reason, or where WMa is involved in delay and/or disruption as a result of the Customer's failure to comply with Sections 5.3 and 5.4, WMa shall not be obliged to undertake Maintenance, but the

Customer shall remain responsible for the relevant part of the Contract Price, and in addition WMa shall be entitled to compensation in regard to transport and additional costs incurred as a result, including supplementary hours, overtime on weekends, bank holidays and weekends.

- 5.6. The following will be charged as additional costs to the Contract Price in accordance with the WMa price list applicable at the date of the Maintenance call, and which shall be invoiced separately:
- a) Replacement or repair of wearing parts;
 - b) Tasks made necessary by conditions for which the Customer is responsible, or in regard to which neither WMa or the Customer have control including weather, burglary, malicious damage, structural changes, repair or other works by the Customer or others, incorrect operation, external impact, damage due to faulty sensors from other suppliers, incorrect window function or signalling errors due to controls supplied by others such as BMS + CTS and BUS systems.
 - c) WMa's reasonable expenses for establishment and operation of a telephone system or internet for WMa's online access to the System and Maintenance calls necessitated by the Customer's failure to keep the telephone system operational.
 - d) Any failure by the Customer to comply with the obligations in Section 6 to the extent that WMa is liable for additional costs but which may include WMa's costs for any necessary additional time incurred in relation to carrying out the Services.
- 5.7. A Maintenance check list will be provided by WMa for signature by the Customer or an authorised representative.
- 5.8. Maintenance work which is not covered by the Contract Price will be carried out in connection with the Maintenance calls without express confirmation from the Customer, where such work does not require more than 1 hour's work. For work of a greater time expenditure WMa will require the Customer's confirmation before undertaking such work.

6. Customer's Obligations

- 6.1. The Customer shall promptly supply in writing to WMa complete and accurate information about the Development, the Site, third parties retained by or on behalf of the Customer (whose full co-



- operation and assistance shall be procured) and any matter which may influence the Services including design changes.
- 6.2. The Customer shall supply all facilities and assistance necessary for the execution of the Services including scaffolding, means of access, power supply and site accommodation.
- 6.3. The Customer will ensure that all electrical installations and systems are in accordance with information provided to WMa for the purposes of their undertaking of Services. In regard to Products, any installation works undertaken by parties other than WMa must be in accordance with WMa issued and approved drawings and specifications, and in advance of any testing and commissioning of the Products the relevant power supply must be enabled.
- 6.4. It is the Customer's responsibility to install a dedicated telephone line or internet for use with the Products.

7. Delivery, Commencement and Completion

- 7.1. Either:
- a) WMa will use reasonable efforts to deliver Products to the location specified in the Contract on the Delivery Date; and/or
 - b) WMa will use reasonable efforts to commence the Services on the Commencement Date and to complete them by the Completion Date and - where no such Dates are agreed - on such other dates as otherwise notified to the Customer by WMa.
- 7.2. Any delivery/commencement/completion date agreed with the Customer is an estimated time for delivery of Products or commencement or completion of Services solely and changes of delivery/commencement/ completion from WMa's end cannot be considered a material breach.
- 7.3. WMa is entitled to carry out partial deliveries.
- 7.4. WMa will be entitled to an extension of the Delivery Date, Commencement Date or Completion Date upon it becoming apparent that:
- a) any act or omission on the part of the Customer (including any request by the Customer for a Variation (as defined below) or of any third party for whom the Customer is responsible; or
 - b) any matter identified in Section 7.4 a) will have or has had an effect on the ability of WMa to meet such Dates.
- 7.5. WMa shall not be in breach of contract or otherwise liable for delay or non-performance caused by widespread disease (such as epidemics and pandemics, explicitly including existing outbreaks and diseases such as COVID-19), strikes, lock-outs, industrial actions or trade disputes, difficulties due to import restrictions or obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, failure of suppliers, sub-suppliers or contractors, or events beyond the control of WMa or its suppliers, or contractors. WMa will use reasonable endeavours to inform the Customer of any such events.
- 7.6. The Customer shall reimburse WMa in respect of costs, losses, liabilities, and expenses suffered by WMa resulting from delay caused by the act or omission of the Customer or third parties engaged in relation to the Development.
- 7.7. WMa will not be liable for any loss, (including Consequential Loss as defined below and loss of profit) costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the Products or the commencement of completion of the Services, nor will any such delay entitle the Customer to terminate or rescind the Contract, unless such delay exceeds 90 days. In the case of delivery of the Products by instalments, the Customer will not be entitled to treat the late or non-delivery of the Products in any one instalment as a breach of the Contract.
- 7.8. The Customer will take delivery of Products on the Delivery Date or on another date agreed or notified by WMa. The Products shall be at the Customer's risk from the time that they are delivered to the Site or any other agreed address. If for any reason the Customer will not accept the Products on delivery, risk in the Products will pass in any event to the Customer, the Products will be deemed to have been delivered, and WMa may store the Products at the cost of the Customer. Delivery subsequent to such a delay will be at the sole cost and risk of the Customer and shall be the Customer's responsibility to organise.
- 7.9. WMa's liability for non-delivery shall be limited to replacing the Products within a reasonable time or issuing a credit note against any invoice issued for the Products.
- 7.10. "Variation" means any addition, omission, alteration or substitution of the Services and/or



Products. The Customer shall be entitled to request a Variation, which WMa shall comply with insofar as the Parties have agreed compensation for such Variation in advance which shall also take into account the effect on the Contract Price as well as delivery, commencement, and completion time.

- 7.11. WMa reserves its right to make design and structural modifications at any time. WMa is not obliged to implement such modifications in previously ordered or delivered Products.

8. Intellectual Property Rights

- 8.1. All documents, product samples, prototypes, software, technical solutions, drawings, designs trademarks, copyrights, patents, rights in inventions, know-how, trade secrets, etc. and other information (Intellectual Property Rights) issued or delivered by WMa as part of the Services and/or Products are the exclusive property of WMa.
- 8.2. WMa's "Intellectual Property Rights" shall also cover intellectual property rights, including but not limited to trademarks, copyrights, designs, patents, rights in inventions, know-how, trade secrets, or any other information owned or otherwise held by WMa which WMa designates as intellectual property rights, regardless of whether a relevant court of law would come to the same conclusion.
- 8.3. Nothing in the Contract or in these Terms and Conditions shall constitute a transfer of any Intellectual Property Rights owned or otherwise held by WMa, and such rights shall remain with WMa.
- 8.4. The Customer's use of WMa's Intellectual Property Rights shall be restricted to such use as may be necessary or otherwise authorised explicitly under the Contract. The Customer acknowledges that any unauthorized use of Intellectual Property Rights may be subject to injunctive measures without prejudicing any other rights and remedies available under the Contract or in these Terms and Conditions and applicable law.
- 8.5. In the event of termination of the Contract, regardless of cause, the Supplier shall immediately refrain from any use of WMa's Intellectual Property Rights, if any.
- 8.6. If the Customer becomes aware of any third-party infringing on WMa's Intellectual Property Rights, the Customer shall, without any undue delay, inform WMa thereof, and shall, if so requested, assist in the defence thereof at its

own account.

- 8.7. WMa shall not be liable for any claim for infringement of Intellectual Property Rights of a third party relating to the manufacture, design, use, maintenance, service, support or sale of any of the Products comprised by the Contract. However, if any such claim for infringement of Intellectual Property Rights of a third party is asserted against the Customer, and WMa considers such claim to be sufficiently substantiated, WMa will endeavour to enter into settlement negotiations with such third party, and WMa will endeavour to include the Customer in such negotiations in order to limit the Customer's liability, if commercially feasible and possible.

9. Title to Products

- 9.1. WMa shall retain title to the Products until payment in full under the Contract or any other contract with the Customer.
- 9.2. If the Customer fails to make payments to WMa when due, or if WMa terminates the Contract, WMa will have the right to enter any premises where Products owned by WMa may be and repossess and dispose of any such Products, and/or to require the Customer not to resell or part with possession of any Products owned by WMa until the Customer has paid in full all sums due.

10. Price

- 10.1. The price payable for the Services and/or Products shall be the Contract Price, which shall be exclusive of VAT and other charges and fees to public authorities as appropriate and any other amount due in accordance with the Contract.
- 10.2. If after 12 months from the date of the Contract the Products have not been delivered to the Customer, or the Services have not been performed, and the market prices of the Products or the Services, upon which the Contract Price was based, has increased, the Contract Price shall be increased by the net amount of the difference, accounting for the then applicable market prices.

11. Payment Terms

- 11.1. Payment of any amount under the Contract shall become due on the date of WMa's invoice. Unless anything else is explicitly agreed upon, and under the condition that the Customer can document a positive credit rating and a satisfactory credit insurance (or other similar



performance security documentation), the final date for payment shall be 7 days after the date an amount becomes due.

- 11.2. Amounts due and unpaid beyond the final date for payment shall be payable with default interest at the rate of 1.5% per month until payment is made or received.
- 11.3. In the event that it is agreed that the Customer may apply a retention amount in respect of any payments made under this Contract the Customer shall accept WMA's retention bond in lieu of making any deduction from payments.
- 11.4. The Customer may only set off or exercise its right of retention or stoppage in transit for claims that WMA has acknowledged in writing to the Customer or which have been confirmed legally through binding settlement.
- 11.5. In the event of the Customer's default in payment relative to any delivery from WMA, all WMA's other claims vis-à-vis the Customer shall immediately fall due for payment.

12. Liability

- 12.1. WMA excludes and limits its liability for negligence, death, personal injury, fraud, willful default, or otherwise to the legally widest possible extent.
- 12.2. WMA may only be held responsible for loss or damages as a result of defects caused by WMA's intentional or grossly negligent conduct and only to the extent that such intentional or grossly negligent conduct can be established.
- 12.3. Subject to Section 12.1, in no circumstances shall WMA be liable to the Customer, in contract, tort, negligence or otherwise, for any incidental or Consequential Loss (as defined below) or for any special, exemplary, liquidated or other damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with the Contract including the use or resale (if applicable) of any Products.
- 12.4. All representations, warranties and conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 12.5. The parties hereby confirm that notwithstanding any other provision of the Contract, the Contract shall not and shall not purport to confer on any third party any right to enforce any term of the Contract for the

purposes of the Contracts.

- 12.6. If WMA is held liable towards third parties, the Customer is obliged to indemnify WMA unless WMA is liable towards the Customer under these Terms and Conditions.
- 12.7. The Customer shall indemnify WMA against any claim in relation to damages which are caused by usage of the Product which are caused by the Customer's or third parties' incorrect installation, reparation, maintenance and use, the Customer's neglect to instruct employees in the handling of the Product or the Customer's non-compliance with applicable legislation or regulation.
- 12.8. If third parties make a claim for damages or loss in relation to the Services and/or Products against the Customer, the Customer must immediately notify WMA.
- 12.9. The Customer is obligated to join as a co-defendant any legal action initiated against WMA relating to any claim relating to the Services and/or Products.
- 12.10. Where the Services do not include for WMA to advise on the design or specification of the Products or their use, then any assistance, consultation or any design proposals, including drawings, calculations and ideas which may be provided to the Customer should be relied upon by the Customer at its own risk and only subject to advice from an appropriate expert.
- 12.11. In the event that, and notwithstanding the provisions of these Terms and Conditions, WMA is found liable for any loss suffered by the Customer arising in any way out of or in connection with this Contract, such liability altogether shall in no event exceed 50% of the Contract Price.
- 12.12. If WMA agrees to repair or rectify any defect or flaw based on the Customer's claim which ultimately turns out to be unjustified, e.g., due to the Customer's neglect of WMA's user manuals or instructions, WMA is entitled to receive payment for such remedial measures conducted by or at the request of WMA.
- 12.13. For the purposes of this Contract, "Consequential Loss" shall include (but not be limited to) reference to loss of profit, loss or depletion of goodwill, loss of business or time, damage to property and all other financial loss or damage.

13. Warranty relating to Products and Notices of Defects

- 13.1. The Customer undertakes to examine all



- Products without delay upon delivery.
- 13.2. WMa shall have no liability for defects if the Customer does not notify these immediately and in writing to WMa when the defects in the Products are or should have been discovered upon delivery. WMa shall have no liability for defects which were or should have been discovered as part of the Customer's/recipients examination of the Products upon their receipt if notification is not timely communicated to WMa.
 - 13.3. Subject to Sections 13.1 and 13.2, WMa shall be liable for latent defects for a maximum period of 5 year after the handover or for a maximum period of 6 years from the time that risk of the Products passes to the Customer. In case of such liability, WMa can choose either to repair a Product or to supply a replacement Product with a similar function and use. The option between repair and replacement will be at WMa's discretion and subject to terms agreed with the Customer at the relevant time.
 - 13.4. WMa shall be under no liability under the above warranty in respect of any defect in Products arising from wear and tear, non-maintenance, installation or commissioning by parties other than WMa below normal standard, accidental or willful damage, negligence, failure to follow WMa's instructions or recommendations (whether written or oral), disruption of power supply, or misuse or alteration or repair of Products without WMa's prior written approval or any of the above with respect to such items or parts of buildings (e.g. doors and windows) with which the Products are connected or interact. It is the sole responsibility of the Customer to carry out proper maintenance of the Products throughout the warranty period.
 - 13.5. WMa shall be entitled to suspend its warranty obligations until such time as the Customer shall have performed all of its due payment obligations to WMa under the Contract or any other contract with the Customer.

14. Warranty relating to Services

- 14.1. WMa warrants that Services shall be performed with all due care and skill and in accordance with prevailing industry or professional standards by personnel that are familiar with WMa's requirements and have appropriate skill, training, and background to perform such Services in a compliant manner

- and in accordance with prevailing commercial practices and standards in the industry for similar services.
- 14.2. The Services will be provided in accordance with all applicable legislation from time to time in force, and the Customer will inform WMa as soon as it becomes aware of any changes in that legislation.
 - 14.3. Notwithstanding Section 14.1 and 14.2, WMa shall have no liability for defects caused by Services if the Customer does not notify these immediately and in writing to WMa when the defects are or should have been discovered.

15. Rights of Withdrawal and Termination

- 15.1. Without prejudice to any other right or remedy under this Contract, in the event of a breach of this Contract by the Customer, WMa may give 14 days notice in writing of its intention to terminate this Contract having set out the grounds for doing so. If the Customer does not take satisfactory steps to remedy the breach during the notice period, then at the end of the notice period WMa may terminate this Contract without further notice and without further liability.
- 15.2. WMa has the right to terminate the contract, if the financial circumstances of the Customer have deteriorated, or such deterioration is threatened, and as a result of this the performance of a purchase obligation to WMa is in jeopardy.
- 15.3. WMa further has the right to terminate the Contract in the following events:
 - the Customer meets the criteria for insolvency,
 - the Customer stops making its payments,
 - the Customer meets the criteria for imminent insolvency,
 - or over-indebtedness or material loss and/or lack of liquidity of the Customer becomes apparent,
 - if an application is filed by the Customer with respect to the assets or operation of the Customer for the opening of insolvency proceedings or of comparable debt settlement proceedings or
 - if the opening of insolvency proceedings with respect to the assets of the Customer is rejected due to lack of funds.
- 15.4. If one of the above events occur, then WMa may by notice to the Customer terminate this Contract and termination shall be effective at the date of the notice.



- 15.5. In the event of a termination of this Contract then WMa shall be entitled to and shall be paid pro rata in respect of any amount of the Services provided or any Products supplied up to the date of termination and such other reasonable costs arising as a result.

16. Miscellaneous

- 16.1. If one of the provisions of these Terms and Conditions and of additional Contracts should be or become ineffective, this shall not affect the validity of the Terms and Conditions in other respects. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.
- 16.2. The contractual relationships shall be governed exclusively by Danish law excluding the conflict of law provisions.
- 16.3. The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these Terms and Conditions shall be Copenhagen (Denmark). WMa further has the right to take legal action against the Customer at a court with jurisdiction over the registered office or branch office of the Customer or at the court with jurisdiction over the place of performance at its discretion.

